

**CONDUCT RULES IN TERMS OF SECTION 35 (2) OF
THE SECTIONAL TITLES ACT NO 95 OF 1986**

OF

**THE VAN LUDER BODY CORPORATE
(Deeds registration number: SS 74/1977)**

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1. VEHICLES

(For purposes of this section vehicles include motorcycles and motorised scooters)

- 1.1 Vehicles of residents may only be parked on such parking bays or garages that have been specifically allocated to them.
 - 1.1.1 For purposes of this section it is recorded that all parking bays and garages had been allocated on the setting up of the sectional title scheme and recorded as per **Annexure A**;
 - 1.1.2 Notwithstanding anything to the contrary, changes to such can only be affected after a unanimous decision taken at a meeting of the Body corporate approving such changes has been obtained;
 - 1.1.3 Tenants may not alter such allocations, even temporally, unless the prior permission of the trustees have been obtained and providing that under no circumstances shall such approved arrangement endure for any longer than the parties involved remain members of the body corporate and the tenants of the sections.
- 1.2 Visitors vehicles may only be parked on such areas as have been identified as been set out for visitor parking, or where the resident that is being visited has a garage, one vehicle may be parked directly in front of the garage of the resident.
- 1.3 The Trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned on the common property without the Trustees' consent.
- 1.4 Residents shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid onto the common property or in any way deface the common property.
- 1.5 No resident shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, an exclusive use area or in a section.
- 1.6 Vehicles may not travel at speeds in excess of 15 kilometres per hour on any portion of the common property.
- 1.7 Generally, residents are responsible to ensure that their visitors park in the correct place. No person may park their vehicle in such a manner as to obstruct, impede or inconvenience other vehicles from getting in or out.
- 1.8 Caravans, boats, trailers and the like may not be parked on the common property without the permission of the Trustees.

2. CYCLES

- 2.1 Bicycles, tricycles, roller skates and skate boards etc., may not be left on any portion of the common property or on any portion of the section where it is visible to any resident.
- 2.2 The use of bicycles by children on the common property may occur under adult supervision.

3. ACCESS CONTROL

For the safety of residents the following is to be adhered to when access is gained to the common area by residents or visitors.

3.1 Vehicle gate

- 3.1.1 Vehicle access through the security gate is by way of a remote control which is under no circumstances to be given to visitors or other third parties.
- 3.1.2 Residents are requested to only allow access to their own visitors and not to any other persons who they do not know. Official access by authorized people/institutions shall be co-ordinated by the Body corporate with exception where emergency access is required.
- 3.1.3 Residents using the gate shall ensure that it has closed fully before driving away.
- 3.1.4 The detecting eye is not to be blocked or kept in an open position for any longer than is necessary to enter or exit the premises.
- 3.1.5 The access frequency of gate remotes will be changed at irregular intervals. Whilst the date for such change will be advertised, it remains the duty of residents to bring their remotes for reprogramming.

3.2 Pedestrian gate

- 3.2.1 Access for pedestrians is also by way of remote access by the use of the intercom and residents cell phones.
- 3.2.2 Residents only allow access to their own visitors and not to any other persons who they do not know. Official access by authorized people/institutions shall be co-ordinated by the Body corporate with exception where emergency access is required.
- 3.2.3 Residents using the gate shall ensure that it has closed fully before departing therefrom.

- 3.3 Tampering with any security gate or intercom system or common property device and specifically the riding on the automated vehicle gate by children is strictly prohibited.

4. SANITARY SERVICES AND REFUSE DISPOSAL

- 4.1 A resident shall deposit all refuse in the bins provided for refuse disposal.
- 4.2 No rubbish or refuse may be left on any portion of the common property or elsewhere where it will be visible from the common property whether in a container or not.
- 4.3 Rubbish may not be handled contrary to the regulations of the local authority, for example building rubble is not to be placed in the bins for collection with the household or garden refuse.

5. NUISANCE

- 5.1 Silence must be maintained between 23h00 and 07h00 daily.
- 5.2 Motor hooters may not be used on the common property.
- 5.3 Radios, musical instruments, record players, television sets, etcetera must be used in such a manner as not to be heard in adjoining sections or on the common property.

6. GARDENING AND PLANTS

All gardening in respect of the property and on the common areas shall be done by persons authorised by the Trustees unless otherwise specifically agreed.

7. CHILDREN

Residents must supervise their children and the children of their visitors so that no nuisance is caused by the children and no damage to the common property or property of other residents is caused by the children. In particular children may not interfere with the post boxes, plants, decorations, name plates, firefighting equipment, exterior lights, entrance gates or intercoms.

8. ACTIVITIES ON COMMON PROPERTY

- 8.1 Hobbies and other activities which cause undue noise are not permitted.
- 8.2 Common courtesy and regard for the rights of others are essential for the full enjoyment of the common areas by all.
- 8.3 Residents are responsible for the behaviour of their guests.
- 8.4 Undue noise, including radios and music players or other sound systems, and use of crude or profane language is not permitted.
- 8.5 Whilst the use of braais is permitted on the grass area, residents shall ensure that such fires do not cause damage to the grass or common areas.

8.6 Residents using the grass area for the holding of a braai shall be responsible for leaving the area in a clean and tidy condition.

9. SERVANTS

9.1 Residents must ensure that their servants do not loiter on the common property.

9.2 Residents must ensure that their servants do not cause undue noise on the common property or elsewhere.

10. SUNDRY PROVISIONS

10.1 No resident shall deposit, throw, or permit or allow to be deposited or thrown, on the common property any rubbish, including dirt, cigarette butts, builders rubble, food scraps or any other litter whatsoever.

10.2 The employees of the Body Corporate will report to an elected Trustee (or person) only. They may not be employed to do private work for owners unless prior approval of the trustees has been obtained.

10.3 No firearms, pellets guns or fireworks may be discharged in or on the premises.

10.4 No stones or other solid objects may be thrown on the property.

11. PETS

11.1 All existing pets prior to 21 July 2015 are to be accepted and permitted on the premises, given that all sub clauses of clause 11 are adhered to.

11.2 Should anyone wish to have additional pets, prior permission must be obtained from the Body Corporate.

11.3 Only pets that are generally seen to be household pets and which can comfortably and safely be kept in any given section will be permitted, subject to the following:

11.3.1 No snakes or other large reptiles or lizards may be kept.

11.3.2 No more than two dogs or two cats or one dog and one cat may be kept in any one section.

11.3.3 When selecting to keep a dog or dogs as pets, residents are to ensure that only dog breeds that are a suitable size and have been bred for indoors are kept as pets.

11.4 Dogs are not permitted on the Common Property unless on leash or under proper supervision, and are not permitted to foul the Common Property.

11.5 All animal faeces are to be removed by owners of the animals immediately.

- 11.6 Owners shall exercise adequate control over their animals at all times and ensure that they do not disturb or inconvenience other residents. If an animal is a nuisance, the Trustees reserve the right to have that animal removed from the premises.
- 11.7 Cats are not allowed to be out of the section in which they are kept or to roam freely and unsupervised on the common property.
- 11.8 Failure to adhere to the above may lead to:
- 11.8.1 fines being imposed;
 - 11.8.2 or at the discretion of the Trustees, to the removal of any pets from the offending section and in which case such resident will only be allowed to keep further pets after the written permission of the Trustees has been obtained.

12. VISITORS AND RESIDENTS

Tenants are responsible for the conduct of their visitors and occupants of their unit and must ensure that the rules, whether in terms of the Act or these rules are properly adhered to.

13. BUSINESS ACTIVITIES

- 13.1 No business professions or trades may be conducted on the common property or in a section, except those which are specifically allowed by the local authority to be conducted in a residential Sectional Title Scheme
- 13.2 No auctions or jumbles sales may be held on the common property or in a section.

14. EXTERIOR

No decorations may be attached to the exterior of a section nor may the exterior of a section be painted or otherwise treated, unless specifically authorised by the Trustees

15. DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON AREAS

- 15.1 An owner or occupier shall not mark, paint, drive nails or screws or the like into, or otherwise damage or alter any part of the common property without first obtaining the written consent of the Trustees.
- 15.2 Notwithstanding sub-rule (1), an owner or person authorised by him may install:
- 15.2.1 any locking device, safety gate, burglar bars, or other safety device for the protection of his section or
 - 15.2.2 any screen or other device to prevent the entry of any animals or insects

provided that the Trustees have first approved in writing the nature and design of the devise and manner of its installation.

- 15.3 Should any damage of whatsoever nature be caused to the common property by an owner, his family, his tenants, his servants, his visitors, private contractors employed by him, or his agents, then the owner shall be liable to reimburse the Body Corporate for the cost of repairing such damage.

16. APPEARANCE FROM THE OUTSIDE

The owner or occupier of a section used for residential purposes shall not install anything on any part of the common property, balconies, patios, walkways, corridors, gardens, awnings or canopies of any description which, in the discretion of the Trustees are:

- 16.1 aesthetically displeasing;
- 16.2 undesirable when viewed from the outside of the section, or
- 16.3 detracts from the uniform look of the sectional title block.

17. SIGNS AND NOTICES

No owner or occupier or their agents of a section, used for residential purpose, shall place or distribute any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from outside the section without the written consent of the Trustees first having been obtained.

18. LAUNDRY

- 18.1 No resident shall erect his own washing lines nor hang any washing or laundry or any other items on any part of the buildings or common property so as to be visible from outside the buildings or from other sections.
- 18.2 Washing hung out to dry in designated areas is at the sole risk of the person doing so.

19. STORAGE OF INFLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS

- 19.1 No resident shall store any material, or do or permit or allow to be done, any other act, in his section or in any of the buildings or on the common property which will or may increase the rate of the premium payable by the Body Corporate on any insurance policy.

20. LETTING OF UNITS

- 20.1 Any owner, who decides to let, lease or proposes to make any changes in the occupancy of his unit, shall prior to doing so advise the Trustees of his intention and submit to the trustees the names of the new occupants of his unit.
- 20.2 The owner remains responsible for the payment of levies in advance and for the payment of the electricity account.
- 20.3 An owner shall not allow his unit to be occupied on a permanent basis or for the duration of the lease by more than the following number of persons:
- 20.3.1 ONE BEDROOM - maximum 2 persons;
- 20.3.2 THREE BEDROOM - maximum 6 persons
- 20.4 All tenants of units and other persons granted rights of occupancy by any owner of the relevant unit are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy. The onus shall be upon the owner to ensure that a tenant or occupant is aware of and complies with these rules.
- 20.5 Any actions to be taken or fines imposed on tenants, will be levied against the owner of the applicable section and fines imposed will be recovered directly from the owner and be enforced as overdue levies payable by such owner.

21. CLAUSES FOR LEASE

- 21.1 Owners will ensure that the following clause is included in all leases:

"It is recorded that the premises are part of a unit of a Sectional Titles Scheme and that the building and land are controlled managed and administered subject to the provisions of the Sectional Titles Act No 95 of 1986, by means of rules for the control management administration, use and enjoyment of units and the common property. It is accordingly agreed that:-

Notwithstanding the provision of Clause of the lease, the premises shall mean the unit consisting of unit no (corresponding to unit no) and its share in the common property as shown and more fully described on a unit plan in the Body Corporate known as "Van Luder Body Corporate".

"Without prejudice to the provisions of the lease, the rights and use and enjoyment of the premises by the lessee are subject to the provisions of the Sectional Title Act No 95 of 1986, as amended and a breach of the regulations promulgated thereunder or the Conduct Rules shall be a breach of the Lease".

- 21.2 The trustees or the Managing Agent of the Body Corporate must be advised who the Lessee is as well as the names of all persons living on a permanent basis in the leased unit.

- 21.3 In the event of a Lessee committing a breach of any of the Conduct Rules then the Lessor shall if so instructed in writing by the Trustees instruct the Lessee to vacate the said unit and complex within 30 (thirty) days. Such instruction may only be given if the breach was dealt with in the manner provided in Annexure "B" of these rules.
- 21.4 In the event of extreme circumstances as determined by the Trustees the period to vacate the unit and premises may be shortened at the discretion of the Trustees to any period less than 30 (thirty) days.

22. ERADICATION OF PESTS

- 22.1 An owner or occupier shall keep his section free of white ants, borer and other wood destroying insects and to this end shall permit the Trustees, the managing agent, and their duly authorised agents or employees, to enter his section from time to time for the purpose of inspecting the section and taking such action as may be reasonable necessary to eradicate any such pests.
- 22.2 The costs of the inspection if the inspection was requested by the Trustees, the managing agent, and their duly authorised agents or employees shall be borne by the Body corporate. The costs of the inspection if initiated by the owner shall be borne by the owner. The costs of eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such section which may be damaged by any such pests shall be borne by the owner of the section concerned.

23. IMMORAL BEHAVIOUR

- 23.1 An owner or occupier shall not enter onto or be on the common property whilst under the influence of alcohol or illicit drugs.
- 23.2 Notwithstanding a resident's right to privacy and unfettered enjoyment of his section any conduct therein of an illegal or immoral nature or that promotes prostitution, is strictly prohibited.

24. COMPENSATION FOR IMPROVEMENTS

An owner shall not be entitled to claim or receive any refund or compensation whatsoever from the Body Corporate for any additions or improvements effected by him to any of the common property unless the Body Corporate has taken an unanimous decision in this regard to do so.

25. LANGUAGE

Any owner or occupant, should he / she, not speak, read or understand the English language, undertakes to get a translation at his own cost and expense, of all the Rules, Agreements or any other relevant document regarding the Body Corporate.

26. ALTERATIONS TO SECTIONS

- 26.1 No owner of a section shall, except with the prior written consent of the Trustees and in accordance with section 24 of The Sectional Titles Act No 95 of 1986, alter or add to, or permit to be added to or altered, structurally, to the interior of such section.
- 26.2 An application for permission to carry out any work contemplated in clause 26.1 shall be submitted to the Trustees in writing together with plans and shall:
- 26.2.1 state the date of commencement and completion of such work; and
 - 26.2.2 contain details of the manner in which the building materials will be conveyed up from, and down to ground level where applicable and the volumes of such materials.
- 26.3 If outside building hoists, or block and tackle gear are to be used, details of the intended equipment are to be submitted to the Trustees and consent obtained prior to installation.
- 26.4 Before the Trustees approve any plans for any work contemplated in clause 26.1, the applicant will deposit a sum of money with the managing agent:
- 26.4.1 which will not exceed R5 000.00;
 - 26.4.2 from which deposit the Trustees shall at their discretion allocate funds, to repair damage caused to the common property by the applicants' building operations;
 - 26.4.3 which, if it becomes insufficient, the Trustees may require the tenant to supplement to such amount, not exceeding R5000.00, which the Trustees (at their sole discretion) deem sufficient;
 - 26.4.4 which, when the works are completed, the deposit (or such part as has not been allocated in terms of clause 26.4.2) without interest, less deductions, if any, will be refunded to the owner;
- And providing that the rights of the Trustees in terms of this clause 26.4, shall not derogate from any other legal rights which the Trustees may have, in the event of any breach or damages.
- 26.5 The Trustees will nominate an agent ("the nominated Trustee") who will be responsible for day to day dealing with an owner engaged in any work contemplated in 26.1
- 26.6 If this rule is infringed in any respect whatsoever and by any persons whatsoever, the nominated agent is empowered to order the suspension of work until the nominated agent is satisfied and assured by the owner that there will be no reoccurrence, failing which the Trustees are empowered to apply for a court interdict to stop building work in progress and the cost of such action shall be borne by the owner.
- 26.7 The owner shall ensure that:

- 26.7.1 the building contractor employs a full-time, responsible foreman on the site during all the permissible times and that no work may proceed if he absents himself even temporarily;
- 26.7.2 PVC dust sheets are fitted to any exposed part of the section being altered so that no dust escapes from the section. Any dirt or dust that may dirty common property in spite of these protective measures must be cleaned up immediately.
- 26.7.3 No building materials may remain on any part of the common property after the end of the day and all dust and rubble must be completely removed at the end of each working day. During the day building materials may only be stored in areas designated by the nominated Trustee.
- 26.8 Notwithstanding clause 26.4 any damage to neighbouring sections or to the common property must be made good immediately and, failing this, the nominated Trustee may require that all building operations cease until he is satisfied that the damage has been repaired.
- 26.9 It shall be the applicant's responsibility to note and bring to the attention of the nominated Trustee any damage existing before commencing operations and for which he accordingly will not be responsible.
- 26.10 Any alterations, construction or any other such like work may not be carried out except during the hours 08h00 to 17h00 from Monday to Friday and all such activities are prohibited on Saturdays, Sundays and public holidays. Emergency repairs may be affected outside these hours, only if sanctioned by the Trustees.
- 26.11 All work, but particularly plumbing and electrical work done by an owner or occupier of any section shall be done only by suitably licensed or registered persons and contractors.

27. GENERAL

- 27.1 An owner shall not:
- 27.1.1 use allocated sections (in terms of sectional title register) or permit such sections to be used for any purpose which is injurious to the reputation of the building;
- 27.1.2 keep or do anything on the common property after having been served with a notice to desist in that regard by the Trustees; or
- 27.1.3 deny the Trustees access to any section for the purpose of inspection within reasonable hours. In any case shall access not be denied in the case of an emergency. Trustees may be required to provide proof of identity.
- 27.2 Should the caretaker or manager be requested to give access to any section by any owner or occupier such instruction shall be at their sole risk.

27.3 Under no circumstances may residents tamper with or have work done on the electrical apparatus which serves the common property. Any electrical faults detected on the common property must be reported to the Trustee who is responsible for the day to day running of the affairs of the Body Corporate.

28. ENFORCEMENT OF RULES

Any breach of these rules shall be dealt with in the manner provided in **Annexure "B"** of these rules.

ANNEXURE “A”

**ALLOCATION OF GARAGES AND PARKING BAYS
AS REGISTERED WITH
THE REGISTER OF DEEDS ON 25 JANUARY 2011**

The following allocation of garages and parking bays have been made:

UNIT NUMBER	PARKING BAY (PB) OR GARAGE (G) NUMBER
1	G 9 (DOUBLE)
2	G 13 (DOUBLE)
3	G 6 (SINGLE)
4	G 7 (SINGLE)
5	G 2(SINGLE)
6	G 5 (SINGLE)
7	PB 1
8	PB 2
9	PB 3
10	PB 4
11 (101)	G 11 (DOUBLE)
12 (102)	G 12 (DOUBLE)
13 (103)	G 4 (SINGLE)
14 (104)	G 1 (SINGLE)
15 (105)	G 8 (SINGLE)
16 (106)	PB 6
17 (107)	PB 5
18 (108)	PB 7
19 (109)	G 10 (DOUBLE)
20 (110)	G 3 (SINGLE)

ANNEXURE “B”

THE TRUSTEES ARE RESPONSIBLE FOR THE ENFORCEMENT OF THE CONDUCT RULES.

IN THE EVENT OF MINOR TRANSGRESSIONS

and in the event of any breach having come to their attention the Trustees may:

1. forthwith issue of have issued through the Managing Agent, a compliance letter requiring the offender to cease and desist from any offending behaviour; and
2. in addition summarily impose a fine not exceeding an amount of R200.00.

IN THE EVENT OF SERIOUS BREACHES OR WHERE THE OFFENDING CONDUCT HAS DIRECTLY IMPACTED THE SAFETY OR INTERESTS OF ANOTHER OWNER OR RESIDENT

such complaint will be brought to the attention of the trustees in writing, which notification shall contain full details of the alleged breach of conduct and be signed by the person making the complaint.

A.

On receipt of the aforesaid notification the Trustees shall forthwith dispatch a copy thereof to the person against whom the complaint has been made (the alleged offender hereinafter) advising them of a time, date and place at which the complaint shall be adjudicated upon. The Trustees shall similarly notify the complainant of such time, date and place.

B.

At the appointed time and place a quorum of not less than 3 Trustees shall inquire into and investigate the complaint, and shall have the power to call before them and examine any member of the Body Corporate, any resident, guest, invitee or any other person who may be able to give evidence of assistance to the Trustees in arriving at a decision. The Trustees shall also have the power and be entitled to appoint an attorney to act on behalf of the Body Corporate.

C.

If after due delivery and providing that an application for an adjournment or remand has not been submitted by the alleged offender in writing and duly served upon the Trustees, the alleged offender fails or refuses to attend the adjudication, the Trustees shall be empowered to adjudicate in the alleged offenders absence, and such findings as may be made shall then have the due force and effect of a finding made in his presence and with his participation. Adjournment may not be requested for a period greater than 30 days.

D.

At such hearing, the provisions contained in Annexure 8 of the Sectional Titles Act No 95 of 1986, relating to the convening and conduct of meetings shall prevail.

Notwithstanding the above, the alleged offender shall have the right to call evidence in support of their contentions and in defence to the complaint against them and they, the complainant, and any person giving evidence at the inquiry shall have the right to be legally represented, providing only that this shall be done at their cost and not that of the Body Corporate or the Trustees.

Nothing in the Rules or in Annexure A shall be considered as removing the rights of the Trustees to remand or adjourn an inquiry, provided that it is in the interest of justice and equity.

E.

After hearing all the evidence considered necessary by them, the Trustees shall give such decision/s as appears to the majority of them to be just and equitable and may decide:

1. to take no action; or
2. to caution or reprimand the alleged offender; or
3. to impose a pecuniary penalty in a sum not exceeding R500.00 (Five Hundred Rand).

Such pecuniary penalty shall be paid into the coffers of the Body Corporate.

Notwithstanding the above, the Trustees may suspend such pecuniary penalty in total or in part.

Binding over orders.

Further the Trustees may require the alleged offender to lodge a pecuniary bond or pledge which shall:

1. shall be considered to be a "binding over to keep the peace" as practiced in South African Criminal Law;
2. be fixed at such amount which the Trustees (in their sole discretion determine, providing that such amount may not exceed an amount of R2000.00.

Where imposed:

1. should no further incident occur within the specified time period, the pecuniary bond shall be refunded (without interest) to the person against whom it was imposed;
2. in the event of any further incident of a similar nature having been committed, be forfeited to the Body Corporate.

Nothing in these rules shall prevent the Trustees (after holding of the enquiry as prescribed in clause B hereof) and should the facts so warrant it, from binding both alleged offender and complainant over to keep the peace.

F.

If the Trustees decided to impose a pecuniary penalty or to bind over any party, the fact thereof and the amount of the penalty or binding over order, shall be certified in writing by the Chairman of the Trustees and delivered to the alleged offender who shall, subject to the right of appeal hereinafter set out, be obliged to pay to the Body Corporate the amount therein prescribed within a period of 28 (twenty eight) days of receipt of such notice.

G.

The Trustees shall forthwith inform all members of the Body Corporate in writing of the outcome of the inquiry and the amount of the penalty or order imposed, if any, but failure to do so shall not invalidate the inquiry, the verdict and the imposition of the penalty or any further legal rights subsequent to this.

H.

Appeal

The alleged offender and any other member of the Body Corporate shall have the right to appeal to an extraordinary general meeting of the Body Corporate against any decision of the Trustees.

Such appeal shall be lodged in writing with the Chairman of the Board of Trustees within 21 days of the date of the decision, failing which the right of appeal shall lapse. No condonation for late appeal exists or may be given.

The notice of appeal shall be signed by the appellant and specify the grounds of appeal.

Until expiry of the period of 21 (twenty one) days aforesaid, any consequences arising from the verdict and sentence shall be deemed to be suspended.

Upon timeous receipt of a duly completed notice of appeal, such consequences shall likewise be suspended until the determination of the appeal and the Chairman of the Trustees shall, within 21 (twenty one) days after receipt of the notice of appeal convene an extraordinary general meeting of the Body Corporate for the purpose of hearing the appeal.

At the extraordinary general meeting the provision of D to G above shall apply.

An appeal shall be decided by an ordinary majority of the members present at the extraordinary general meeting who shall have absolute discretion and whose decision shall be binding on the alleged offender and all members of the Body Corporate.

On appeal the decision of the Trustees may be confirmed, set aside or otherwise varied as the Body Corporate may determine.

If the appeal is dismissed any penalty imposed by the Trustees and or Body Corporate shall be paid to the appellant within 7 (seven) days of the date of such dismissal.

On appeal, no member of the Body Corporate or a Trustee shall be entitled to adjudicate or vote on any matter in which he was the initial “alleged offender” or the complainant.

N.

A written record of the initial inquiry and appeal may be kept by the Chairman of the Trustees or delegated deputy. Should such written record be kept it shall be deemed absolutely to be a correct and accurate transcript of all proceedings.

REMEMBER - THESE RULES ARE FOR THE BENEFIT OF EVERY OWNER / RESIDENT